

# **NOTIFICATION OF ADDENDUM**

## **ADDENDUM NO. 1**

**DATED 11/30/2012**

<b>Control</b>	<b>0039-08-095, ETC.</b>
<b>Project</b>	<b>STP 2013(274)</b>
<b>Highway</b>	<b>US 77, ETC.</b>
<b>County</b>	<b>CAMERON</b>

Ladies/Gentlemen:

Attached please find an addendum on the above captioned project. Included in the attachment is an addendum notification which details the changes and the respective proposal pages which were added and/or changed.

Except for new bid insert pages, it is unnecessary to return any of the pages attached.

Bid insert pages must be returned with the bid proposal submitted to the Department, unless your firm is submitting a bid using a computer print out. The computer print out must be changed to reflect the new bid item information.

Contractors and material suppliers, etc. who have previously been furnished informational proposals are not being furnished a copy of the addendum. If you have a subcontractor on the above project, please advise them of this addendum. Acknowledgment of this addendum is not requested if your company has been issued a proposal stamped "This Proposal Issued for Informational Purposes."

You are required to acknowledge receipt of this addendum on the Addendum Acknowledgement form contained in your bid proposal by placing a mark in the box next to the respective addendum.

Failure to Acknowledge receipt of this addendum in your bid proposal will result in your bid not being read.

SUBJECT: PLANS AND PROPOSAL ADDENDUMS

PROJECT: STP 2013(274)

CONTROL: 0039-08-095

COUNTY: CAMERON

LETTING: 12/05/2012

REFERENCE NO: 1130

**PROPOSAL ADDENDUMS**

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\_ PROPOSAL COVER

X BID INSERTS (SH. NO.: 1-3 THRU 3-3 )

X GENERAL NOTES (SH. NO.: 166 THRU 169(NOW 96-99) )

X SPEC LIST (SH. NO.: 2-2 )

X SPECIAL PROVISIONS:

ADDED: 007-1018

DELETED:

\_ SPECIAL SPECIFICATIONS:

ADDED:

DELETED:

X OTHER: PLAN SHEETS & ESTIMATE

DESCRIPTION OF ABOVE CHANGES

(INCLUDING PLANS SHEET CHANGES)

PROPOSAL

BID SHEETS: 1-3 THRU 3-3 REVISED

GENERAL NOTES: 166-169 REVISED

SPEC LIST: 2-2 ADDED SP 007-1018

PLAN SHEETS

SHTS: 1 THRU 99 REVISED

SHTS: 100 THRU 169 OMITTED

SHTS: 232 & 233 OMITTED

NOTE ALL CHANGES ARE DUE TO THE REMOVAL OF 13 LOCATIONS FROM THIS CONTRACT  
AND PLAN SHEETS HAVE BEEN RE-NUMBERED

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	316	2705	016	ASPH (TIER I)  DOLLARS CENTS and	GAL	200,702.000	1
	316	2706	016	ASPH (TIER II)  DOLLARS CENTS and	GAL	105,001.000	2
	316	2722	016	AGGR (GR 4P)  DOLLARS CENTS and	CY	7,961.000	3
	500	2001	011	MOBILIZATION  DOLLARS CENTS and	LS	1.000	4
	502	2001	033	BARRICADES, SIGNS AND TRAFFIC HAN- DLING  DOLLARS CENTS and	MO	3.000	5
	662	2113		WK ZN PAV MRK SHT TERM (TAB) TY W DOLLARS CENTS and	EA	25,072.000	6
	662	2115		WK ZN PAV MRK SHT TERM (TAB) TY Y-2 DOLLARS CENTS and	EA	19,385.000	7
	666	2003	008	REFL PAV MRK TY I (W) 4" (BRK)(100MIL) DOLLARS CENTS and	LF	24,511.000	8
	666	2012	008	REFL PAV MRK TY I (W) 4" (SLD)(100MIL) DOLLARS CENTS and	LF	353,988.000	9
	666	2036	008	REFL PAV MRK TY I (W) 8" (SLD)(100MIL) DOLLARS CENTS and	LF	22,270.000	10

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	666	2042	008	REFL PAV MRK TY I (W) 12"(SLD)(100MIL) DOLLARS and CENTS	LF	1,246.000	11
	666	2048	008	REFL PAV MRK TY I (W) 24"(SLD)(100MIL) DOLLARS and CENTS	LF	1,237.000	12
	666	2105	008	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL) DOLLARS and CENTS	LF	31,613.000	13
	666	2111	008	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL) DOLLARS and CENTS	LF	219,392.000	14
	666	2123	008	REFL PAV MRK TY I (Y) 8" (SLD)(100MIL) DOLLARS and CENTS	LF	5,663.000	15
	666	2126	008	REFL PAV MRK TY I (Y) 12"(SLD)(100MIL) DOLLARS and CENTS	LF	728.000	16
	666	2132	008	REFL PAV MRK TY I (Y) 24"(SLD)(100MIL) DOLLARS and CENTS	LF	1,384.000	17
	668	2106		PREFAB PAV MRK TY C (W) (ARROW) DOLLARS and CENTS	EA	75.000	18
	668	2112		PREFAB PAV MRK TY C (W) (RR XING) DOLLARS and CENTS	EA	5.000	19
	668	2115		PREFAB PAV MRK TY C (W) (UTURN ARROW) DOLLARS and CENTS	EA	8.000	20
	668	2116		PREFAB PAV MRK TY C (W) (WORD) DOLLARS and CENTS	EA	22.000	21

ALT	ITEM-CODE			UNIT BID PRICE ONLY. WRITTEN IN WORDS	UNIT	APPROX QUANTITIES	DEPT USE ONLY
	ITEM NO	DESC CODE	S.P. NO.				
	672	2012	034	REFL PAV MRKR TY I-C  DOLLARS CENTS and	EA	94.000	22
	672	2015	034	REFL PAV MRKR TY II-A-A  DOLLARS CENTS and	EA	5,557.000	23
	672	2017	034	REFL PAV MRKR TY II-C-R  DOLLARS CENTS and	EA	1,009.000	24
	1122	2048	001	BIOGRD EROSN CONT LOGS (12" DIA)INSTALL  DOLLARS CENTS and	LF	50.000	25

**Project Number:** STP 2013 (274)

**County:** Cameron, Etc.

**Sheet**

**Control:** 0039-08-095, Etc.

**Highway:** US 77/83, Etc.

### **GENERAL NOTES:**

For all pits or quarries, comply with the “Texas Aggregate Quarry and Pit Safety Act.”

Provide on a weekly basis a list of equipment, including idle equipment, utilized on the project that week.

The 1-800 call services for utility locations do not include TxDOT facilities. Contact the Pharr District Signal Section (956-702-6225) for coordination with TxDOT underground lines.

#### **ITEM 7: Legal Relations and Responsibilities**

Work in this contract is required to be done on railroad property. Cooperate with the railroads and comply with all of their requirements including obtaining any training they require before performing work on railroad property.

#### **ITEM 8: Prosecution and Progress**

Working days will be computed and charged in accordance with Article 8.3.A.4 “Standard Workweek”.

Before starting work, provide a sequence of work and estimated progress schedule meeting the requirements of Section 8.2.B, “Construction Contracts.”

Failure to complete work within the seal coat season established by the plans will result in liquidated damages as described in Section 8.5, “Failure to Complete Work on Time.” This includes any surface treatment work carried over to the next year.

The latest Roadway-start-work date and beginning of time charges is June 1<sup>st</sup>.

The Engineer may consider extending working days beyond the end of the seal coat season.

The contractor shall not work within the existing Railroad Right-of-Way for the following locations: Location 4 (CSJ 1423-03-054), Location 7 (CSJ 0872-03-011), & Location 9 (CSJ 1136-01-017).

#### **ITEM 302: Aggregate for Surface Treatments**

Location	County	CSJ	Highway	Tier	SAC
1	Cameron	0039-08-095	US 77/83 (NB/SB) FRTG.	1	B
2	Cameron	0039-08-096	US 77/83 (NB/SB) FRTG.	1	B
3	Cameron	0630-01-048	SH 345	2	B
4	Cameron	1425-03-054	FM 106	1	B
5	Cameron	0630-02-040	FM 106	1	B
6	Cameron	0872-03-011	FM 733	2	B
7	Cameron	2529-02-009	FM 2556	2	B
8	Cameron	1136-01-017	FM 800	2	B
9	Cameron	3044-01-011	FM 2994	1	B
10	Cameron	0873-02-014	FM 507	2	B
11	Cameron	0873-01-025	FM 507	2	B

\* Crushed gravel will not be allowed on the above locations noted with (\*).

The aggregate for the surface treatment shall be surface dry before application unless otherwise directed by the Engineer.

#### ITEM 316: Surface treatments

In addition to cleaning by brooming of paved surfaces to be sealed as required by this Item, blading may also be necessary to clean dirt and grass from edges of the pavement and/or turnout areas. The cost of this blading will not be paid for directly, but will be considered subsidiary to the various bid Items of the project.

When applying surface treatment at railroad crossings, a strip of paper shall be placed over the rail and flange areas across the pavement. Also, when applying surface treatment near inlets on a bridge approach, a strip of paper shall be placed over the entire top of grate.

The type and grade of asphalt as shown on the plans and/or as directed by the Engineer, shall be used on these projects. Asphalt cement will be used during the warm season (usually April 15th to September 15th). Estimated quantities shown for the bid Item is based on an average of the estimated rates of application for asphaltic cement. These rates should be used for estimating and comparison purposes only.

Traffic will not be permitted on the surface treatment unless authorized by the Engineer.

When emulsified asphalt is used, do not apply subsequent courses over the surface treatment any earlier than the day after the surface treatment was applied, unless otherwise authorized or directed by the Engineer.

**Highway:** US 77/83, Etc.

The Contractor shall make the effort to stockpile the material out of the clear zone.

ITEM 502: Barricades, Signs and Traffic Handling

Shadow vehicles equipped with Truck-Mounted Attenuators are required.

A pilot car and radio equipped flaggers shall be required for all undivided roadway locations as directed by the Engineer. The pilot car with necessary flaggers and/or radio equipped flaggers and all signs, equipment, labor and incidentals required for this method of traffic control will not be paid for directly, but shall be considered subsidiary to Item 502.

Replace/relocate all regulatory signs removed due to construction operations with the same sign on fixed support(s) immediately upon its removal. First obtain project Engineer approval before removing any regulatory roadway sign. Required flaggers are to be available to direct traffic during sign intermediate down time.

Relocate any Directional Sign Assemblies removed during construction operations immediately upon their removal.

These signs shall be relocated to a location in accordance with the Latest Version of the "Texas Manual on Uniform Traffic Control Devices". In no case will a sign be removed without a replacement sign and support(s) being readily available and a location established. Removal and relocation of these signs required for traffic control will not be paid for directly, but shall be considered subsidiary to Item 502.

From the beginning to the end of the project, all traffic control devices need to be in acceptable condition as per the Texas Quality Guidelines for Work Zone Traffic Control Devices.

ITEM 504: Field Office and Laboratory

For this project a field office will not be required at the project site.

ITEMS 662 and 666: Work Zone Pavement Markings and Reflectorized Pavement Markings

All permanent pavement markings for this project under this Item shall be 0.100 inches (100 mil) thick thermoplastic.



**Project Number:** STP 2013 (274)

**County:** Cameron, Etc.

**Sheet**

**Control:** 0039-08-095, Etc.

**Highway:** US 77/83, Etc.

Any permanent pavement markings lacking reflectivity in accordance with test method Tex 828-B will not be paid for, as per district policy. The roadway will be re-stripped at no additional compensation.

Before the roadways are overlaid, the location and configuration of all existing pavement markings shall be recorded for use in installing the final permanent pavement marking. All roadways shall be striped as existing, unless otherwise noted in the plans.

The beads used on this project shall meet the requirements of Departmental Materials Specification DMS-8290, Glass Traffic Beads Texas Type II & III. Use a 50% Type II/ 50% Type III mix utilizing a double drop system with Type III beads dropped first.

For expressway projects, provide channelizing devices at the ramp connections when temporary pavement marking tabs are placed. These channelizing devices will be subsidiary to item 502.

ITEM 1122: Temporary Erosion, Sedimentation, and Environmental Controls

Due to the nature of this project, it is unlikely a significant amount of soil will be disturbed. However, if erosion control logs are needed; it shall be placed as directed by the Engineer.

CONTROL : 0039-08-095, ETC  
PROJECT : STP 2013(274)  
HIGHWAY : US 77, ETC  
COUNTY : CAMERON

TEXAS DEPARTMENT OF TRANSPORTATION

**GOVERNING SPECIFICATIONS AND SPECIAL PROVISIONS**

ALL SPECIFICATIONS AND SPECIAL PROVISIONS APPLICABLE TO THIS PROJECT  
ARE IDENTIFIED AS FOLLOWS:

STANDARD SPECIFICATIONS: ADOPTED BY THE TEXAS DEPARTMENT OF  
----- TRANSPORTATION JUNE 1, 2004.  
STANDARD SPECIFICATIONS ARE INCORPORATED  
INTO THE CONTRACT BY REFERENCE.

ITEMS 1 TO 9 INCL., GENERAL REQUIREMENTS AND COVENANTS  
ITEM 316 SURFACE TREATMENTS (210)(300)(302)  
ITEM 500 MOBILIZATION  
ITEM 502 BARRICADES, SIGNS, AND TRAFFIC HANDLING  
ITEM 662 WORK ZONE PAVEMENT MARKINGS (666)(668)(672)(677)  
ITEM 666 REFLECTORIZED PAVEMENT MARKINGS (316)(318)(662)(677)(678)  
ITEM 668 PREFABRICATED PAVEMENT MARKINGS  
ITEM 672 RAISED PAVEMENT MARKERS (677)(678)

SPECIAL PROVISIONS: SPECIAL PROVISIONS WILL GOVERN AND TAKE  
----- PRECEDENCE OVER THE SPECIFICATIONS ENUMERATED  
HEREON WHEREVER IN CONFLICT THEREWITH.

REQUIRED CONTRACT PROVISIONS, FEDERAL-AID CONSTRUCTION CONTRACTS  
(FORM FHWA 1273, MARCH, 1994)

WAGE RATES

SPECIAL PROVISION "PARTNERING" (000--2329)  
SPECIAL PROVISION "NOTICE TO ALL BIDDERS" (000---003)  
SPECIAL PROVISION "NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO  
ENSURE EQUAL EMPLOYMENT OPPORTUNITY" (000---004)  
SPECIAL PROVISION "STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS" (000---006)  
SPECIAL PROVISION "CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT"  
(000---009)  
SPECIAL PROVISION "DEPARTMENT DIVISION MAILING AND PHYSICAL ADDRESS"  
(000---011)  
SPECIAL PROVISION "SCHEDULE OF LIQUIDATED DAMAGES" (000--2332)  
SPECIAL PROVISION "SCHEDULE OF LIQUIDATED DAMAGES" (000--1483)

SPECIAL PROVISION "ON-THE-JOB TRAINING PROGRAM" (000--1676)  
 SPECIAL PROVISION "DISADVANTAGED BUSINESS ENTERPRISE IN FEDERAL AID  
 CONTRACTS" (000--1966)  
 SPECIAL PROVISION TO ITEM 1 (001---015)  
 SPECIAL PROVISION TO ITEM 2 (002---017)  
 SPECIAL PROVISION TO ITEM 3 (003---033)  
 SPECIAL PROVISION TO ITEM 4 (004---017)  
 SPECIAL PROVISION TO ITEM 5 (005---004)  
 SPECIAL PROVISION TO ITEM 6 (006---030)  
 SPECIAL PROVISIONS TO ITEM 7 (007---918)(007--1018)  
 SPECIAL PROVISION TO ITEM 8 (008---119)  
 SPECIAL PROVISIONS TO ITEM 9 (009---009)(009---015)  
 SPECIAL PROVISION TO ITEM 300 (300---039)  
 SPECIAL PROVISION TO ITEM 302 (302---013)  
 SPECIAL PROVISION TO ITEM 316 (316---016)  
 SPECIAL PROVISION TO ITEM 318 (318---010)  
 SPECIAL PROVISION TO ITEM 500 (500---011)  
 SPECIAL PROVISION TO ITEM 502 (502---033)  
 SPECIAL PROVISION TO ITEM 666 (666---008)  
 SPECIAL PROVISION TO ITEM 672 (672---034)  
 SPECIAL PROVISION TO SPECIAL SPECIFICATION ITEM 1122 (1122--001)

SPECIAL SPECIFICATIONS:

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ITEM 1122 TEMPORARY EROSION, SEDIMENTATION, AND ENVIRONMENTAL  
 CONTROLS

GENERAL: THE ABOVE-LISTED SPECIFICATION ITEMS ARE THOSE UNDER WHICH  
 ----- PAYMENT IS TO BE MADE. THESE, TOGETHER WITH SUCH OTHER  
 PERTINENT ITEMS, IF ANY, AS MAY BE REFERRED TO IN THE ABOVE-  
 LISTED SPECIFICATION ITEMS, AND INCLUDING THE SPECIAL  
 PROVISIONS LISTED ABOVE, CONSTITUTE THE COMPLETE SPECIFI-  
 CATIONS FOR THIS PROJECT.

## SPECIAL PROVISION

### 007--1018

#### Legal Relations and Responsibilities

For this project, Item 007, “Legal Relations and Responsibilities,” of the Standard Specifications, is hereby amended with respect to the clauses cited below, and no other clauses or requirements of this Item are waived or changed hereby.

**Article 7.4. Insurance and Bonds** is supplemented by the following:

Comply with the additional insurance requirements and other conditions set forth herein.

- The Contractor shall obtain additional insurance coverage in the following types and amounts as shown in Table 2. Provide certification of the Workers Compensation, Commercial General Liability, Business Automobile, and Protective Liability policies to the Department and the Railroad Company.
- Do not work on the Railroad Company's property until the Department and the Railroad have been provided the insurance certificates and original policies required in Table 2.
- Policies issued for Railroad Protective Liability coverage listed in Table 2 must be issued for and on behalf of the Railroad. Maintain the Railroad Protective Liability insurance until all work on the railroad right of way has been completed. Where more than one Railroad Company is operating on the same right of way or where several railroad companies are involved and operate on their own separate rights of way, provide separate insurance policies in the name of each Railroad Company.

**Table 2**  
**Additional Insurance Requirements**

<b>Type of Insurance</b>	<b>Amount of Coverage(minimum)</b>
Workers Compensation	\$500,000 / \$500,000 / \$500,000
Commercial General Liability	\$2,000,000 / \$2,000,000
Business Automobile	\$2,000,000 combined single limit
Railroad Protective Liability:	\$2,000,000 / \$6,000,000

- Pay all deductibles stated in the policy. Subcontractors must meet the requirements of Table 2 either through their own coverage or through the Contractor's coverage.

- Stop all work if any of the insurance lapses for any reason. Should any coverage lapse, provide the Department and the Railroad with new certificates and new policies of the insurance.
- No direct compensation will be made to the Contractor for providing the insurance policies required herein as the costs involved shall be included in the unit prices bid for the several pay items of the proposal.

1. The corporate name and address of the Railroad Company in whose name the Railroad(s) Protective Liability Policy is to be issued, is as follows:

**Union Pacific Railroad Company**  
**Insurance Compliance**  
**PO Box 12010 – UP**  
**Hemet, CA 92546-8010**  
**CSJ 0039-08-095**  
**Fax: (951) 652-2869**  
**Email: unionpacific@ebix.com**

The estimated amount of the work to be performed by the Contractor within 50 feet of the operating track or tracks is 0.592 percent of the estimated contract cost for

- DOT Number 758 583K (Cameron Co)
- at FM 106 in Harlingen
- There are 2 regularly scheduled train(s) and 0 switching movement(s) per day at this location.

The estimated amount of the work to be performed by the Contractor within 50 feet of the operating track or tracks is 0.645 percent of the estimated contract cost for

- DOT Number 758 605H (Cameron Co)
- at FM 2893 in Los Laureles
- There are 2 regularly scheduled train(s) and 0 switching movement(s) per day at this location.

The estimated amount of the work to be performed by the Contractor within 50 feet of the operating track or tracks is 0.404 percent of the estimated contract cost for

- DOT Number 435 792A (Willacy Co)
- at FM 490 in Raymondville
- There are 10 regularly scheduled train(s) and 0 switching movement(s) per day at this location.

2. The corporate name and address of the Railroad Company in whose name the Railroad(s) Protective Liability Policy is to be issued, is as follows:

Matt Cundiff, V.P. of Southern Region  
Rio Valley Switching Company  
P. O. Box 99  
O'Fallon, IL 62269  
Phone: (618) 632-4400 ext 111  
Fax: (618) 632-4562  
Email: [matt@riovalleyswitching.com](mailto:matt@riovalleyswitching.com)

The estimated amount of the work to be performed by the Contractor within 50 feet of the operating track or tracks is 0.754 percent of the estimated contract cost for

- DOT Number 758 707B (Cameron Co)
- at FM 800 in Primera
- There are 2 regularly scheduled train(s) and 0 switching movement(s) per day at this location.

The estimated amount of the work to be performed by the Contractor within 50 feet of the operating track or tracks is 5.64 percent of the estimated contract cost for

- DOT Number 427 225M (Cameron Co)
- at FM 773 in La Feria
- There are 2 regularly scheduled train(s) and 0 switching movement(s) per day at this location.

**Article 7.16. Work Near Railroad's** is supplemented by the following.

**1. For Union Pacific Railroad Company**

- Comply with specified conditions and obligations prior to performing any work within the Railroad right of way.
- Obtain and submit a completed Railroad's Application for Contractor's Right of Entry Agreement prior to commencing work on the Railroad's right of way. The Application can be obtained at [www.up.com](http://www.up.com). Allow 30 days for Railroad preparation and electronic response to your Application.
- Return the executed Contractor's Right of Entry agreement along with the required, appropriate insurance certificates and processing fee. To:

Paul Farrell  
Senior Manager Contracts  
Union Pacific Railroad Company  
1400 Douglas Street, MS 1690  
Omaha, NE 68179-1690  
Phone: 402-544-8620

Fax: 402-501-0340  
E-mail: [pgfarrell@up.com](mailto:pgfarrell@up.com)

- Upon receipt of the fully executed Contractor's Right of Entry agreement, provide a copy to the Engineer.
- Attend a pre-railroad activity meeting coordinated by the Engineer allowing for a minimum 10 business days advanced notice to all parties. Invites appropriate contractor and subcontractor staff. The Engineer shall coordinate meeting time and location with invitation to appropriate staff and Railroad representatives. This meeting shall be conducted as far in advance as possible of any Railroad force account work to be performed. The Railroad requires a minimum 30 days advance notice for flagging.

**The Union Pacific Railroad Company's Representative Contact Information:**

Paul Farrell  
Senior Manager Contracts  
Union Pacific Railroad Company  
1400 Douglas Street, MS 1690  
Omaha, NE 68179-1690  
Phone: 402-544-8620  
Fax: 402-501-0340  
E-mail: [pgfarrell@up.com](mailto:pgfarrell@up.com)

**2. For Rio Valley Switching Company**

- The Railroad requires the Contractor to comply with specified conditions and obligations prior to performing any work within the Railroad right of way as set forth in the Railroad Requirements plan sheets. The Contractor shall comply with the insurance requirements and other conditions as set forth by the Railroad (e.g., flagging of train traffic). Any costs and fees that may be incurred by the Contractor to meet the requirements identified herein will be considered subsidiary to the various bid items. Contractor's are required to enter into the Railroad's Contractor Right of Entry agreement.

**The Rio Valley Switching Company's Representative Contact Information:**

Matt Cundiff, V.P. of Southern Region  
Rio Valley Railroad and Rio Valley Switching Company  
P. O. Box 99  
O'Fallon, IL 62269  
Phone: (618) 632-4400 ext 111  
Fax: (618) 632-4562  
Email: [matt@riovalleyswitching.com](mailto:matt@riovalleyswitching.com)

**SAMPLE DOCUMENT – NOT FOR EXECUTION**

**Permit to Be On and About Railroad Property**

Whereas, \_\_\_\_\_, of \_\_\_\_\_, \_\_\_\_\_, hereinafter called "Permittee", desires to enter property along the right of way for the purpose of \_\_\_\_\_ on the line of Rio Valley Switching Company and Rio Valley Railroad, Inc., hereinafter called "Company", and

Whereas the Company is willing to allow the Permittee(s) to be on its premises for the purpose aforesaid on the terms and conditions hereinafter stated:

Now, therefore, the Company grants to Permittee(s) permission to be in, on, or about tracks, premises, buildings, facilities, trains, engines, and cars of the Company for the purpose above stated, subject to the following conditions:

1. Before exercising any privilege under the permission herein given, the Permittee shall call the office of the Company to exercise such privilege or of his representative in the area where the Permittee desires to exercise such privilege, and secure an escort to accompany him on his tours of Company's Property.
2. The Permittee shall, in the course of his tours of Rio Valley Switching Company and Rio Valley Railroad, Inc. observe all safety rules and regulations, and all other rules and regulations of the Company.
3. The Permittee shall execute the form of release hereinafter set out.
4. The Permittee shall pay the Company for the cost of a flagman for worker protection at the rate of \$30.00 per hour for a minimum of three (3) hours, or actual time used, whichever is greater.

This permit may be revoked at any time by the Company, but if not revoked, shall expire \_\_\_\_\_.

Dated this \_\_\_\_th day of \_\_\_\_\_, 200\_\_

**Rio Valley Switching Company**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
("Permittee")

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Release

In consideration of the permit herein granted to me (us) by Rio Valley Switching Company, Rio Valley Railroad, Inc., and affiliated companies, owners, directors, and officers (hereinafter called "Company") as aforesaid, I (we) do hereby assume all risk of any and all personal injuries and loss of or damage to any property while pursuant to said permit I (we) am (are) in, on or about the tracks, premises, building, facilities, trains, engines, or cars of or used by the Company, and I (we) do hereby for myself (ourselves), my (our) heirs, executors, administrators, and dependents, forever acquit, release, and discharge the Company and all companies whose facilities of or used by the Company, its and their successors and assigns and its and their officers and employees, from any and all liability of whatsoever character for any and all personal injuries and loss of or damage to property that may be sustained by me (us) while I (we) am (are) in, on, or about said facilities pursuant to said permit, no matter how said injuries or damage may arise and whether said injuries result in death or otherwise.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

By:\_\_\_\_\_ Witness:\_\_\_\_\_

Print Name:\_\_\_\_\_ Print Name:\_\_\_\_\_

Title:\_\_\_\_\_ Title:\_\_\_\_\_

By:\_\_\_\_\_ Witness:\_\_\_\_\_

Print Name:\_\_\_\_\_ Print Name:\_\_\_\_\_

Title:\_\_\_\_\_ Title:\_\_\_\_\_

By:\_\_\_\_\_ Witness:\_\_\_\_\_

Print Name:\_\_\_\_\_ Print Name:\_\_\_\_\_

Title:\_\_\_\_\_ Title:\_\_\_\_\_

By:\_\_\_\_\_ Witness:\_\_\_\_\_

Print Name:\_\_\_\_\_ Print Name:\_\_\_\_\_

Title:\_\_\_\_\_ Title:\_\_\_\_\_

## **Ironhorse Resources, Inc. and Subsidiaries**

### **Insurance Requirements for Outside Contractors**

#### **A. General Liability Insurance:**

The Contractor shall furnish evidence to The Railroad, that with respect to the operations he/she performs, he carries Contractor's Comprehensive General Liability Insurance providing for limits of not less than Five Million (\$5.0 million) combined single limit for bodily injury and property damage any one occurrence and in the aggregate annually. The policy shall include:

- Completed operations liability
- Contractual liability which would cover liabilities assumed under the contract with The Railroad.
- An endorsement deleting all railroad exclusions.
- An endorsement adding The Railroad as an additional insured with a full waiver of subrogation and providing The Railroad 30 days' Notice of Cancellation or intent not to renew.

The Policy shall be placed with an insurer acceptable to The Railroad. If any part of the work is sublet, similar insurance shall be provided by or on behalf of the subcontractors to cover their operations.

The insurance company shall agree to investigate and defend all claims and suits against the Insured for the damages covered, even if groundless, until the insurance company shall elect to effect settlement.

The cost of such insurance shall be borne by the contractor.

The Contractor shall not cause any policy to be canceled or permit them to lapse and the policy shall not be subject to cancellation or a reduction in the required limits of liability or amounts of insurance until notice has been mailed by registered mail to The Railroad stating when, not less than thirty (30) days thereafter, such cancellation or reduction shall be effective. Comprehensive General Liability insurance shall be in effect before further work will be permitted at the site by the Contractor.

A Certificate of Insurance (2 copies) shall be furnished prior to award of contract and attached to copies of the contract when executed. A copy of the policy together with all endorsements shall be delivered to the Chief Engineer of the Railroad.

#### **B. Railroad Protective Liability Insurance:**

Railroad Protective Liability Insurance shall conform to the Standard Provisions for General Liability Policies, Railroad Protective Liability Form (State or Federal Highway Projects). These provisions may not be amended and no part may be omitted. Limits of policies to be \$2,000,000 combined single limit Bodily Injury and Property Damage liability each occurrence, \$6,000,000 annual aggregate.

A Railroad Protective Liability Policy shall be issued with the name of the insured being the Railroad. Such a policy shall be furnished by the Contractor covering his own employees as well as those of all subcontractors and those employees of the Railroad having occasion to work as the project site.

Railroad Protective Liability Insurance Policy must define designated employees to include:

- a. Any watchman, flagman, inspector, engineer, maintenance of way employee or similar employee who is employed by the Railroad and is specifically assigned or furnished by the Railroad for work in connection with the project.
- b. Any employee of the Railroad while operating the work trains or other equipment assigned to the project by the Railroad and while engaged in the performance of work directly chargeable to the Contractor.

The original of this policy shall be sent to the Chief Engineer of The Railroad.

The Contractor shall not cause any policy to be canceled or permit them to lapse and the policy shall not be subject to cancellation or a reduction in the required limits of liability or amounts of insurance until notice has been mailed by registered mail to the Railroad stating when, not less than thirty (30) days thereafter, such cancellation or reduction shall be effective.

Equipment of the Contractor to be used adjacent to tracks shall be in first-class condition, so as to fully prevent any failures that would cause delay in the construction of the project or damage to Railroad facilities.

His equipment shall not be placed or put in operation adjacent to tracks without first obtaining permission from the Railroad.

Critical construction operations must be confined to limited periods, determined by the railroad, when such work can be accomplished with minimum interference with train schedules. The Contractor shall abide by the Railroad's schedule.

**C. Workman's Compensation Insurance:**

The Contractor shall provide adequate Workman's Compensation Insurance for all employed on the project that may come within the protection of such laws. Said insurance shall be written with such company as may be acceptable to the Railroad and the policy shall be submitted to the Railroad for examination. Satisfactory certificates of said insurance shall be filed with The Railroad prior to the commencement of operations by the Contractors. The Contractor will be charged with the responsibility for proper and adequate Workman's Compensation coverage for all his subcontract operations, and in the event the Contractor's policy does not cover each and every subcontractor, certification of insurance must be issued with companies that may be acceptable to the Railroad covering each and every subcontractor shall be filed with the Railroad prior to the commencement of such subcontract operations.

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